

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK

Paul Tremblay, et al,

Plaintiffs,

v.

**OpenAI, Inc., OpenAI, L.P., OpenAI OpCo,
L.L.C., OpenAI GP, L.L.C., OpenAI,**

Defendants.

Miscellaneous Action No. 25-118

Related to *In Re OpenAI ChatGPT Litigation*, Master File No. 23-cv-03223-AMO, ND CAL

DECLARATION OF MELISSA TRIBBLE IN SUPPORT OF NOTICE OF MOTION AND MOTION TO QUASH AND TRANSFER RULE 45 SUBPOENAS

I, Melissa Tribble, declare as follows:

1. I am an attorney duly licensed to practice in the State of California. I am an Associate at the Joseph Saveri Law Firm, LLP, counsel of record for Plaintiffs Paul Tremblay, Christopher Golden, Richard Kadrey, and Sarah Silverman in the action titled *In Re OpenAI ChatGPT Litigation*, Master File No. 3:23-cv-03223-AMO. I have personal knowledge of the matters stated herein and, if called upon, I could competently testify thereto. I make this declaration pursuant to 28 U.S.C. §1746 in support of Nonparties Paul Tremblay et al., Notice of Motion and Motion to Quash and Transfer Rule 45 Subpoenas.

2. On February 20, 2025, the Parties in *In Re OpenAI ChatGPT Litigation*, Master File No. 3:23-cv-03223-AMO filed a Joint Discovery Letter Brief before Magistrate Judge Illman in the Northern District of California wherein Defendant OpenAI sought to compel the production of documents in Plaintiffs' possession, custody or control from Plaintiffs' literary agents. Plaintiffs did not dispute these documents were in their possession, custody, or control.

3. On February 27, 2025, Magistrate Judge Illman ordered the Parties to meet and confer further about the dispute regarding the documents sought from Plaintiffs' literary agents.

4. On February 27, 2025, OpenAI provided notice of intent to serve subpoenas requesting documents from Plaintiffs' current and former literary agents Charlotte Sheedy Literary Agency (**Exhibit A**), Aragi, Inc. (**Exhibit B**), Burnes & Clegg, Inc. (**Exhibit C**), The Wylie Agency, Inc. (**Exhibit D**), and Vicky Bijur Literary Agency (**Exhibit E**), each with the place of compliance in the Southern District of New York.

5. On March 6, 2025, OpenAI provided notice of intent to serve subpoenas requesting documents from Plaintiffs' current and former literary agents Dan Strone (**Exhibit F**), Don Congdon Associates, Inc. (**Exhibit G**), Watkins/Loomis Agency, Inc. (**Exhibit H**), Howard

Morhaim Literary Agency, Inc. (**Exhibit I**), Inkwell Management LLC (**Exhibit J**), and Curtis Brown Ltd. (**Exhibit K**), each with the place of compliance in the Southern District of New York.

6. Also on March 6, 2025, OpenAI provided notice of intent to serve subpoenas requesting documents from Plaintiffs' current and former literary agents OpenCreative Artists Agency LLC, with the place of compliance in the Central District of California, and Ginger Clark, with the place of compliance in the District of Connecticut. These subpoenas are not the subject of this Motion. Plaintiffs intend to file separate Motions to Quash these subpoenas in the respective districts of compliance.

7. Also on March 6, 2025, OpenAI provided notice of intent to serve a subpoena requesting documents to Trident Media Group. On March 20, 2025, I learned through Trident Media Group's counsel that OpenAI withdrew this subpoena.

8. OpenAI did not seek to meet and confer regarding documents from Plaintiffs' literary agents consistent with Magistrate Judge Illman's Order before issuing these subpoenas.

9. The subpoenas largely overlap with Rule 34 Requests for Production served on Plaintiffs.

10. On March 7, 2025, I notified OpenAI of Plaintiffs' position that the subpoenas are improper and requested a conferral.

11. On March 11, 2025, counsel for all Parties met and conferred about the subpoenas, and counsel for Plaintiffs notified OpenAI of their intent to file to quash the subpoenas.

12. On March 12, 2025, OpenAI requested to meet and confer pursuant to Magistrate Judge Illman's Order on the Parties' Joint Discovery Letter Brief.

13. On March 13, 2025, counsel for all parties met and conferred. The Parties agreed that the documents sought by OpenAI in the subpoenas are in the control of Plaintiffs. OpenAI agreed to

hold the subpoenas in abeyance in exchange for Plaintiffs' commitment to search for two discrete categories of documents within the agent's possession: (i) communications relating to Plaintiffs' publishing agreements, licensing agreements, and ghostwriting agreements (if applicable), related to their Asserted Works, including communications relating to the negotiations or interpretation of those agreements, and (ii) documents related to the potential or actual licensing of Plaintiffs' works for Generative AI training, and documents relating to Plaintiffs' works regarding the licensing market for Generative AI training data.

14. Counsel for the Parties continued to confer about the agreement via email thereafter. Attached as **Exhibit L** is a true and correct copy of the email thread reflecting the Parties' negotiations.

15. On March 19, 2025, OpenAI subverted the Parties' tentative agreement, and requested that Plaintiffs' counsel agree to search the files and emails of over 60 individuals, rather than Plaintiffs' individual agents. These individuals included many who had not worked for the agencies for many years. Attached as **Exhibit M** is a true and correct copy of the list of literary agents and email addresses that OpenAI requested that Plaintiffs' counsel search sent by Eleanor F. Brock on March 19, 2025.

16. Plaintiffs requested that OpenAI agree to narrow its request to only those individuals to whom the subpoenas are addressed, and/or the agent who negotiated the agreements relating to the Asserted Works. OpenAI did not respond to Plaintiffs' request.

17. Representatives for Howard Morhaim Literary Agency, Curtis Brown Ltd., and Inkwell Management LLC have provided consent to transfer the Motion to Quash to the Northern District of California pursuant to Federal Rule of Civil Procedure 45(f).

I declare under penalty of perjury that the foregoing is true and correct. Executed on March 20, 2025.

/s/ *Melissa Tribble*
Melissa Tribble